

LICENSE AGREEMENT
Alamo Plaza Heritage Interpretation

This Agreement is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter called "CITY"), acting by and through its City Manager pursuant to Ordinance _____ passed and approved by the City Council on the _____ day of _____ 2011, and Daughters of the Republic of Texas, Inc. (hereinafter called "LICENSEE").

1. GRANT OF LICENSE

1.1 CITY, for and in consideration of the agreements herein contained, does hereby grant to LICENSEE the non-exclusive right to use, for the events hereinafter mentioned and for future events scheduled in accordance with the provisions of Paragraph 1.2 hereinafter, the following described public property, (hereinafter called the "Premises."): Alamo Plaza (defined as plaza area inside sidewalks) and Alamo Plaza East (defined as street inside the curbs in front of Alamo between barriers on north and south entrances — see attached map, Exhibit A).

1.2 A list of events in 2012 is attached as Exhibit B, a further description of each event is attached in Exhibit C, which is LICENSEE's proposal.

For each year of this agreement beyond 2012, LICENSEE shall provide the CITY, in writing, a list of events for the upcoming calendar year no later than December 1. LICENSEE'S list of events shall include a description of each event, proposed dates and hours, event location, and emergency contact person with cell phone number and email address. CITY shall in its sole discretion accept or reject such proposed events, dates, hours and event locations. CITY agrees to respond with approval or rejection of event dates and times within 15 calendar days of receipt thereof or the proposal is deemed approved. LICENSEE understands that CITY may require date and/or other changes and LICENSEE agrees to make reasonable efforts to comply.

1.3 If LICENSEE would like to change an event date, time, location or description, LICENSEE must provide a written notice 30 calendar days in advance of event to the Director of Downtown Operations (hereinafter called "Director").

1.4 CITY reserves the superior right to conduct or to authorize the conduct of special events or activities on the Premises. In the event CITY determines, in its reasonable judgment, that LICENSEE'S event should be cancelled pursuant to this paragraph, CITY agrees to provide LICENSEE with three (3) days written notice of such cancellation, and will exercise its best efforts to immediately reschedule such event at the convenience of LICENSEE.

1.5 LICENSEE agrees to perform all duties as stated in LICENSEE's Proposed Plan section of LICENSEE's Proposal submitted in September 2011 in response to City of San Antonio Request for Proposal (RF'P-2011-074) and attached as Exhibit C. Such commitments shall be fully binding on LICENSEE as covenants and agreements of LICENSEE under this contract. LICENSEE is prohibited from making any other use of the Premises not contained in Exhibit C, not identified within this License Agreement, and/or not approved in writing by Director or her designee.

2. DURATION OF LICENSE

2.1 The term of this License Agreement is for a two year period ("Initial Term") beginning on January 1, 2012 and ending on December 31, 2013. The AGREEMENT shall renew automatically every year for subsequent one year terms.

2.2 When this AGREEMENT is renewed or replaced by a new contract and a delay should occur in execution of the renewal of a new contract beyond the termination date hereof, and LICENSEE continues to operate as prescribed herein during the period of such delay, all the provisions of this AGREEMENT shall remain in full force and effect during such period.

2.3 Either party may terminate this agreement with a 30 day written notice.

3. USE OF PREMISES

3.1 LICENSEE agrees that the Premises shall be utilized for the sole purpose of conducting heritage interpretation activities and such other events as may be approved by the Director. All events shall be conducted in accordance with applicable statutes, laws, ordinances, and rules and regulations of the United States, the State of Texas, and the City of San Antonio.

3.2 LICENSEE agrees and specifically understands that this License is confined to the privilege to use the Premises set forth herein and that the permission herein given does not grant LICENSEE any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, including access thereto. CITY reserves the right to enforce all necessary and proper rules for the management and operation of the Premises.

4. ACCEPTANCE AND CONDITION OF PREMISES

4.1 LICENSEE agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises, either before or after the execution hereof, have been made by CITY or its agents to LICENSEE unless the same are contained herein or made a part hereof by specific reference. LICENSEE hereby waives any claim for damages that may arise from defects of that character after occupancy. CITY specifically disclaims any warrant of suitability for LICENSEE'S intended purposes.

5. CONSIDERATION

5.1 In consideration of this License for use of specified Premises during the term of this License, LICENSEE agrees to the following:

5.1.1 LICENSEE shall collect at least 40 surveys of attendees during each event day. LICENSEE shall retain all surveys for the duration of this agreement and shall make surveys available to CITY for review; if CITY requests to review surveys, CITY shall provide LICENSEE a reasonable period to make surveys available, but no more than 30 calendar days. LICENSEE may retain scanned versions of surveys. At a minimum, each survey shall include the date completed and include following questions: What is your home zip code? How would you rate the history interpretation activity in Alamo Plaza (Superior, Satisfactory, Not Satisfactory)? What meaningful information did you receive from the history interpreters? What suggestions would you recommend for future historic interpretation activity in Alamo Plaza?

6. REPORTS

6.1 LICENSEE shall summarize information collected from surveys and submit written reports of same each year on April 1, July 1, October 1, and January 1.

7. UTILITIES

7.1 CITY shall, at no cost to LICENSEE, furnish and maintain in adequate working order all existing electrical power services. LICENSEE may install such additional temporary electrical wiring as it deems necessary to accommodate the needs of the event. However, the location thereof must have prior written approval of CITY, through the Director, and must comply with applicable CITY codes. The cost of all installation and removal of such temporary wiring shall be responsibility of LICENSEE.

8. MAINTENANCE, MANAGEMENT, RULES AND REGULATIONS

8.1 LICENSEE understands and agrees that all personal property placed by LICENSEE, its sublicensees, suppliers, or contractors upon the Premises is at the sole risk and exposure of LICENSEE its sublicensees, suppliers, or contractors and that CITY shall not be liable to LICENSEE or to any other person(s) for loss, theft, vandalism, damage or injury of any kind to person(s) or property. Furthermore; LICENSEE agrees to remove all of its materials and equipment from the Premises not later than four (4) hours following the close of an event, unless otherwise approved by CITY, through the Director. If the personal property is not removed as so provided, then CITY is hereby authorized to remove from said Premises and to store, at the sole expense of LICENSEE, all goods, wares, merchandise, signs, materials and property of any and all kinds and descriptions which may be occupying the Premises. CITY shall not be liable for any damages or loss to such goods, wares, merchandise, signs, materials or other property which may be sustained by reason of such removal or the place to which it may be removed. Any such goods, wares, merchandise, signs, materials and property left on the Premises, or stored by CITY after having been removed, for ten (10) calendar days following the last day of any event shall be deemed abandoned and shall become the property of CITY without further notice or liability on CITY'S part.

8.2 By licensing said Premises, CITY does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same, and the Director, his/her employees, and any CITY employee or CITY official may enter any or all of the Premises at any time and on any occasion.

8.3 LICENSEE agrees that every employee or agent under LICENSEE'S control shall abide by, conform to, and comply with all of the laws of the United States and the State of Texas, and all ordinances of the City of San Antonio, and rules and regulations of CITY for the governing and management of said Premises, together with all rules and regulations of the Police, Fire and Health Departments of the City of San Antonio, and all provisions of this contract and LICENSEE'S proposal, and will not do, nor suffer to be done, anything on the Premises during the term of this License in violation of any such rules, laws, and ordinances; and, if the attention

of LICENSEE is called to any such violation, LICENSEE will immediately desist from and correct such violation. LICENSEE agrees that CITY may prohibit, for reasonable cause, any individual from participating on behalf of LICENSEE in any event or activity authorized by this agreement.

8.4 LICENSEE shall not make, nor allow to be made, any alterations of any kind to the Premises without the written approval of the Director. LICENSEE shall not injure, mar or deface in any manner said Premises and shall not cause nor permit anything to be done whereby said Premises shall be in any manner injured, marred or defaced; nor shall it drive, or permit to be driven, any nails, hooks, tacks or screws into any finished wall, walkway, or any part of the Premises; nor shall it use, or permit to be used, any staples, nails, screws or adhesive materials on masonry of buildings or any painted surfaces.

8.5 LICENSEE shall not sell food, alcoholic beverages, or other beverages on premises during events. LICENSEE may sell products or merchandise, provided LICENSEE submits written request to CITY to sell specific products or merchandise and receives written approval from CITY to do so.

8.6 During events held by LICENSEE pursuant to this License, LICENSEE will use reasonable efforts to control the conduct of persons attending the event. LICENSEE agrees that CITY will have no responsibility or liability for the acts and conduct of persons on the Premises during such events, other than employees of CITY.

8.7 A representative of LICENSEE shall remain on the Premises during events, beginning no less than one (1) hour prior to scheduled start time. Representative shall be responsible for compliance with all requirements of this License Agreement and responding to any CITY requests during event. LICENSEE shall provide contact information (name, cell phone, home phone, email) for event representative no later than seven (7) calendar days prior to event date.

8.8 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment shall be given or held to take place on the Premises which is illegal; and should any exhibition or performance or any part thereof be deemed by CITY to be illegal or inconsistent with a historically sensitive recreation of events surrounding the Battle of the Alamo and other historic events in the life of the City of San Antonio, then LICENSEE shall delete or change such portions so that said attractions will comply. LICENSEE agrees to make such deletions or changes immediately upon receipt of notice from CITY whether verbally or in writing.

8.9 It is understood that the Premises are owned by CITY and that any discrimination by LICENSEE, its agents or employees on account of race, color, sex, age, religion, disability or national origin in the use of or admission to the Premises is prohibited.

8.10 LICENSEE is responsible, at its sole expense, for coordinating any street closures, production, security, and obtaining any parking permits or other required permits.

8.10.1 To the extent that LICENSEE'S Ranger Staff is unable to provide adequate security, CITY reserves right to require LICENSEE to retain off-duty Park Police officers for security needs based on proposed programming, use of plaza, and attendance and LICENSEE agrees to coordinate and pay for such services through the SAPD off duty employment office according to the rules and regulations of that office. Failure to comply

with such payment and regulation could result in the termination of this License Agreement.

8.11 LICENSEE agrees to make, or cause to be made, any and all necessary adjustments to sound level immediately upon request of Park Police, Police, security officer(s) on duty, or Downtown Operations Department representative. In all cases, LICENSEE shall comply with CITY'S sound control ordinances, regulations and guidelines.

8.11.1 LICENSEE agrees to lower the sound level immediately upon request of CITY representative to comply with the sound control ordinances or regulations.

8.12 Raspa vendors are authorized by the City to operate in various locations on Alamo Plaza and LICENSEE acknowledges raspa vendors may continue to operate during LICENSEE's events. LICENSEE may submit written request that raspa vendors be moved during the presentation of LICENSEE'S events. Such written requests must be received no later than December 1 for the event year, beginning in January. CITY shall make a decision in its sole discretion whether and where to require raspa vendors to relocate.

8.13 No vehicles (excluding City emergency, utility, and maintenance vehicles on official business) are allowed on Alamo Plaza East at any time during event hours and in no instance will vehicles be allowed on any cemetery areas on Alamo Plaza East. Pedestrian traffic is not restricted on Alamo Plaza East.

8.14 LICENSEE shall keep all sidewalks free of any obstructions and shall ensure a two-way, free and clear pedestrian path be maintained on CITY sidewalks at all times.

8.15 If taped, recorded, or live music will be used during an event, LICENSEE shall pay all required fees to American Society of Composers, Authors, and Publishers (ASCAP) and hereby indemnifies CITY against all claims of any potential copyright holders to any music utilized by LICENSEE on the premises.

8.16 LICENSEE agrees CITY shall have final approval on placement of all LICENSEE's materials, equipment, and signage, if any, and LICENSEE agrees to immediately relocate and/or remove any materials, equipment, and signage if requested by CITY to do so.

8.17 LICENSEE agrees to remove any and all trash/refuse from Alamo Plaza generated by LICENSEE.

9. LIENS PROHIBITED

9.1 LICENSEE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with construction, repair, alteration, addition or reconstruction work in, on or about the Premises by LICENSEE.

9.2 LICENSEE hereby agrees to promptly pay all persons supplying labor, services and materials in the performance of any and all authorized improvements of and duly authorized modifications to the Premises, except such as are the responsibility of CITY hereunder, that may hereafter be made during the term hereof, or any extensions of said term. LICENSEE covenants

and agrees to fully indemnify and hold harmless CITY against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished to LICENSEE.

9.3 In the event mechanic's, materialman's or other liens or orders for payment shall be filed against the Premises or Improvements thereon, or CITY-owned property located therein, during the term hereof, LICENSEE shall, within thirty (30) calendar days, cause the same to be cancelled and discharged of record, by bond, payment directly or into the registry of an appropriate court, or otherwise in the manner chosen by LICENSEE and at the expense of LICENSEE, and shall also defend on behalf of CITY, at LICENSEE'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order.

10. INDEMNIFICATION

10.1 **LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. LICENSEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CITY or LICENSEE of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

11.1 Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Downtown Operations Department, which shall be clearly labeled "Alamo Plaza Heritage Interpretation" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on

its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's signature, including the phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Downtown Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

11.3 A Licensee's financial integrity is of interest to the City; therefore, subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad Form General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General & Products Completed Operations Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

11.4 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Licensee shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Downtown Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

11.5 Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Claims made policies shall be required for two years after the term of the Agreement.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

11.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Licensee performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

11.7 In addition to any other remedies the City may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.

11.8 Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.

11.9 It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of LICENSEE'S operations under this Agreement.

11.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

11.11 Licensee and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. ASSIGNMENT AND SUBLETTING

12.1 LICENSEE shall not assign or sublet this License, or allow same to be assigned by operation of law or otherwise the PREMISES or any part thereof, for any duration whatsoever. Any purported attempt at assignment shall be deemed void *ab initio* and shall confer no rights upon any third person.

12.2 CITY shall have the right to transfer and assign, in whole or in part, any of its rights under this License and in the property referred to herein; and, to the extent that such assignee assumes CITY'S obligations hereunder, CITY shall, by virtue of such assignment, be released from such obligations

13. DEFAULT AND REMEDIES

13.1 In addition to any other events of default enumerated elsewhere in this License, the following events shall be deemed to be events of default by LICENSEE under this License:

13.1.1 The taking by a court of competent jurisdiction of LICENSEE and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act; or

13.1.2 The entry by any court of a final order, with respect to LICENSEE, providing for modification or alteration of the rights of creditors; or

13.2 LICENSEE or CITY shall fail to comply with any term, provision or covenant of this License Agreement and

13.2.1 During the licensed event, a default occurs that is of a nature that threatens public safety or property damage or is a material breach in the operation of an event by LICENSEE, and LICENSEE shall not cure such failure within two (2) hours after verbal notice to the LICENSEE or LICENSEE'S event representative by the Director or her designee, Park Police, Police;

13.2.2 For all other times during the term of this agreement, if LICENSEE or CITY shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on LICENSEE'S or CITY'S part to be performed or in any way observed and if such neglect or failure should continue for a period of thirty (30) calendar days after receipt by LICENSEE or CITY of written notice of such neglect or failure (except for the failure or neglect to pay any consideration, wherein a ten (10) calendar day period applies); or, if under the thirty (30) calendar day default events, more than thirty (30) calendar days shall be required because of the nature of the default, if LICENSEE or CITY shall fail within said thirty (30) calendar day period to commence and thereafter diligently proceed to cure such default.

13.3 Upon the occurrence of an event of uncured default as heretofore provided, CITY may, at its option, declare this License, and all rights and interest created by it, to be terminated. Upon CITY electing to terminate, this License shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. In connection with any such termination, CITY may make, or cause to be made, such repairs to the Premises as CITY shall, in good faith, deem advisable, and the making of such repairs shall not release LICENSEE from liability hereunder.

13.4 Upon any such expiration or termination of this License, LICENSEE shall quit and peacefully surrender the Premises to CITY; and CITY, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess LICENSEE and remove LICENSEE and all other persons and property from the Premises.

14. CONDEMNATION

14.1 It is agreed and understood that in the event the Premises are taken, in whole or in part, by any governmental authority other than CITY, this License, and all rights, title and interest hereunder, shall, at the option of CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. LICENSEE hereby waives all rights in any proceeds of such condemnation.

15. SURRENDER OF PREMISES

15.1 No act or thing done by CITY or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and subscribed by CITY.

16. SEPARABILITY

16.1 If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws effective during the term of this License, then and in that event, it is the intention of the parties hereto that the remainder of this License shall not be affected thereby; and it is also the intention of the parties to this License that in lieu of each clause or provision of this License that is illegal, invalid or unenforceable, there be added as a part of this License a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. AMENDMENT

17.1 This License, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this License shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. Amendments to this License may be approved by the Director on behalf of the CITY.

18. TAXES AND LICENSES

18.1 LICENSEE shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees which are now or may hereafter be levied upon LICENSEE, or upon the business conducted by LICENSEE on the Premises, or upon any of LICENSEE'S property used in connection therewith, and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by LICENSEE.

19. NON-DISCRIMINATION

19.1 Any discrimination by LICENSEE or his agents or employees on account of race, color, sex, age, religion, disability or national origin in employment practices or in the use of or admission to the Premises is prohibited.

20. NO SUBSTANTIAL INTEREST

20.1 LICENSEE acknowledges that it is informed that Texas law prohibits contracts between CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies, such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. LICENSEE certifies, and this License is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this License, is an officer or employee of CITY or any of its agencies.

21. NOTICES

21.1 Notices to CITY required or appropriate under this License shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to:

**City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966**

**Director
Dept of Downtown Operations
P.O. Box 839966
San Antonio, Texas 78283-3966**

or to such other address as may have been designated in writing by the Director or her designee. Notices to LICENSEE shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to LICENSEE at the address designated as follows, and shall be presumed delivered as of the third day after the date CITY mails such notice.

**Daughters of the Republic of Texas, Inc.
DRT Headquarters & Museum
501 E. Anderson Lane
Austin, TX 78752-1218**

22. PARTIES BOUND

22.1 This License shall be binding upon and inure to the benefit of the parties hereto only and shall terminate upon the dissolution of LICENSEE or its assignees.

23. APPROVAL OF CITY

24.1 Whenever this License calls for approval by CITY, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of Downtown Operations of the City of San Antonio or her designee.

24. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the

method of computation of compensation, nor any other provision contained herein, nor any acts of the parties hereto create a relationship other than the relationship of LICENSOR and LICENSEE.

25. TEXAS LAW TO APPLY

25.1 THIS LICENSE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

26. GENDER

26.1 Words of any gender used in this License shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

27. CAPTIONS

27.1 The captions contained in this License are for convenience of reference only and in no way limit or enlarge the terms and conditions of this License.

28. AUTHORITY

28.1 The signer of this License Agreement for LICENSEE hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of LICENSEE.

IN WITNESS WHEREOF, we have affirmed our signatures this _____ day of _____, 2011.

LICENSOR:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

By: _____
Sheryl L. Sculley, City Manager

LICENSEE:

Daughters of the Republic of Texas, Inc.

By: 
Karen Thompson

Title: President General

By: 
Mary Carmack

Title: Recording Secretary General

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

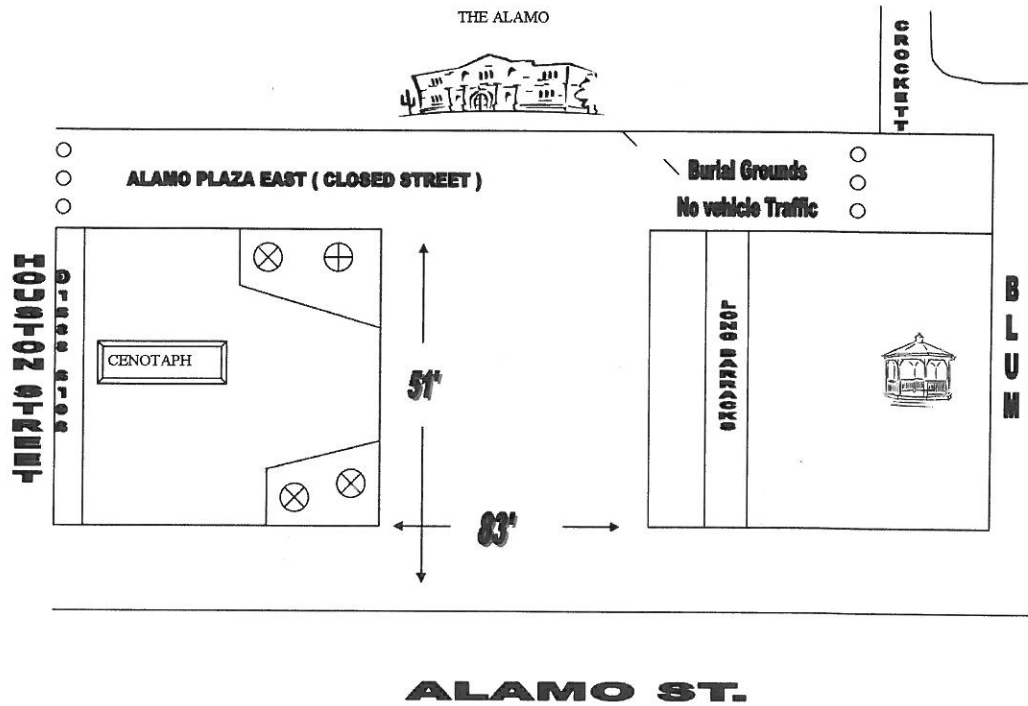


Exhibit B

**Alamo Plaza
2012
Schedule of Events for the
Daughters of the Republic of Texas (The Alamo)**

Date	Time	Location	Program	Comments
Jan 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Feb 11, 2012	10am-5pm	Alamo Plaza	2 nd Saturday	2 nd weekend
April 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
May 5, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
June 2, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
July 4, 2012	10am-5pm	Alamo Plaza	Tx Statehood	Special event
July 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Aug 4, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Aug 18, 2012	10am-5pm	Alamo Plaza	Battle - Medina	Special event
Sept 1, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Sept 15, 2012	10am-5pm	Alamo Plaza	Wolls Invasion	Special event
Oct 6, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Oct 13, 2012	10am-5pm	Alamo Plaza	Siege of Bexar	Special event
Nov 3, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Dec 1, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Dec 15, 2012	10am-5pm	Alamo Plaza	Battle of Bexar/ Cos Surrender	Special event

Exhibit C

**Daughters of the Republic of Texas (The Alamo) Proposal in Response to
City of San Antonio Request for Proposal RFP-2011-074 for
Alamo Plaza Heritage Interpretation**

Alamo Plaza Heritage Interpretation

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Tab 5	Discretionary Contracts Disclosure form
Tab 6	Litigation Disclosure
Tab 7	Proof of Insurability – Insurance Provider's Letter
Tab 8	Signature Page
Tab 9	Proposal Checklist

TAB-1

Executive Summary

It has long been the goal of the City, the Daughters of the Republic of Texas, the Alamo staff, and the community at large to address the lack of historical interpretation in Alamo Plaza. This need becomes even greater as the City, area businesses, and the Alamo try to increase cultural and heritage tourism offerings to both out of town visitors and San Antonio residents. As many communities have realized, heritage interpretive activities enhance the visitor experience. Additionally, the results produce increased revenue as well as a greater appreciation and understanding of the site, its history, and the people associated with its past.

There is no escaping the fact that Alamo Plaza is as much a part of "the Alamo" as is the iconic church. This important space occupies a critical place in our interpretation of the Alamo's three-hundred year long history. Knowing the plaza as we do, the DRT believes that it is well suited through the Alamo's staff to bring quality heritage interpretive activities to Alamo Plaza.

The Alamo's staff has more than ten years experience in planning and conducting heritage interpretive activities on the Alamo grounds. These activities include a variety of annual, monthly, and special events. Although emphasis is usually on the Texas Revolution, events have also highlighted Spanish Presidial troops, War of 1812 veterans, people of the Republic of Texas, and even the U.S. Quartermaster era. It may sound heretical coming from the DRT and the Alamo's staff but we realize that there is more to the Alamo's history than just the events of 1836. However, we also realize that in the scope of the Alamo's history, the historic siege and battle are foremost in the minds of most visitors to San Antonio and the Alamo.

Much thought has been put into the Alamo's own heritage interpretive activities. Our Philosophy, which governs our living history events, is posted on the internet at the following

link: [REDACTED] In it, we discuss the differences between living history and reenacting since the two activities are not the same. Living history, which we do at the Alamo, has the purpose of educating the public through demonstrations and activities that are often interactive. The prime focus of a living historian is his or her audience, which is why it is used as an educational tool at sites such as Colonial Williamsburg, Old Sturbridge Village, Conner's Prairie, and Plimoth Plantation. Reenacting, on the other hand, is a personal activity or hobby. The goal of a reenactor is self satisfaction and his or her attention is often focused on other reenactors who are participating at an event and interaction with the audience is an afterthought. This isn't a condemnation of reenactors, just an admission that reenactors do not necessarily make good living historians because despite what they claim, educating the public is not their first priority. To address this issue the Alamo's staff established a certification program to screen and train its volunteer living history interpreters.

In addition to providing quality heritage interpretive activities in Alamo Plaza, the contract between the City and DRT, Inc. would provide another benefit: reunification of the historic Alamo compound. Although clearly the City would still own Alamo Plaza and the State would continue to own the modern Alamo complex with the historic church and Long Barrack, the arrangement would stimulate cooperation between all involved parties. It is also hoped that heritage interpretive activities centered at Alamo Plaza could eventually be extended to other City owned historical sites. Hence, the interest of the City would be served in several ways by awarding this contract to the DRT.

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent's Proposal as **TAB 2**

1. **Respondent's Information:** Provide the following information regarding the Respondent. (Note: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting on additional block(s) before Item #2.)

Respondent Name: Daughters of the Republic of Texas, Inc.

(Note: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: DRT Headquarters & Museum

501 E. Anderson Lane Austin, Tx. 78752-1218

Telephone: [REDACTED] Fax No: [REDACTED]

Website Address: [REDACTED]

Year established: 1905

Provide the number of years in business under present name: 106

Social Security Number or Federal Employer Identification Number: 74-1193444

Texas Comptroller's Taxpayer Number, if applicable: 1-741193444-5

(Note: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: None.

Business Structure: Nonprofit, Domestic

Provide any other names under which Respondent has operated within the last 10 years and length of time for each: N/A

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name: Dr. Richard Bruce Winders

Title: Historian & Curator

Address: The Alamo 300 Alamo Plaza San Antonio, Texas 78205

Telephone No.: [REDACTED], cell [REDACTED] Fax No.: [REDACTED]

3. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? No
4. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

In the summer of 2010, a complaint was filed against the Daughters of the Republic of Texas with the Office of the Texas Attorney General by a former member of the organization. As of this time, no final report has been released.

5. **Previous Contracts**

- a. Has Respondent ever failed to complete any contract awarded? If "Yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

Yes. William Morris Endeavor. Promotion of The Alamo and its Intellectual Property. Signed on October 28, 2010. \$900,000.00. DRT Board of Management voted to end its association with WME because of the cost of their services.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Not to my knowledge.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Not to my knowledge.

REFERENCES

Provide three (3) references—preferably from a firm or organization that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the Respondent's services/activities and **be willing to respond to questions** regarding the type and quality of services/activities provided.

Reference No. 1

Firm/Organization Name: San Antonio Missions National Historical Park

Contact Name: Tom Castanos Title: Education and Youth Initiatives Coordinator

Address: 2202 Roosevelt Avenue State: Texas Zip Code: 78210

Telephone No.: [REDACTED] Fax No.: [REDACTED]

Email: [REDACTED]

Relationship: The staff of the Alamo's Education Department frequently works with Mr. Castanos on joint NPS-Alamo efforts such as teacher workshops.

Reference No. 2

Firm/Organization Name: Washington on the Brazos State Historic Site

Contact Name: Scott McMahon Title: Park Ranger

Address: Box 305 State: Texas Zip Code: 77880-0305

Telephone No.: [REDACTED] Fax No.: [REDACTED]

Email: [REDACTED]

Relationship: We have an informal reciprocal agreement with Mr. McMahon—we support the living history events put on by Washington-on-the-Brazos State Park and he in turn supports our events.

Reference No. 3

Firm/Organization Name: Garcia Middle School, NISD

Contact Name: Lucy Podmore Title: Librarian

Address: 14900 Kyle Seale Parkway San Antonio State: Texas Zip Code: 78255

Telephone No.: [REDACTED] Fax No.: [REDACTED]

Email: [REDACTED]

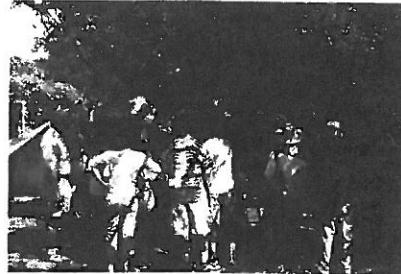
Relationship: Mrs. Podmore is the Librarian at Garcia Middle School, and was one of the first users of our history trunk. We have done presentations on Texas History in her library for several years.

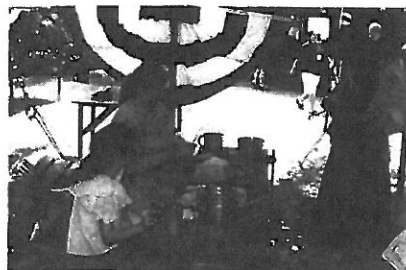
TAB-3

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP – list and describe relevant projects of similar size and scope performed within the past three years.

The Alamo's Education Department endeavors to honor the traditional Alamo story while providing visitors with a current, balanced, and accurate evidence-based historical interpretation. The Alamo's staff has had a living history program (heritage interpretation activities) in place on its grounds since 1998. During this time the staff of the Alamo has planned and implemented a wide variety of free and paid heritage interpretation activities on the complex. These include:

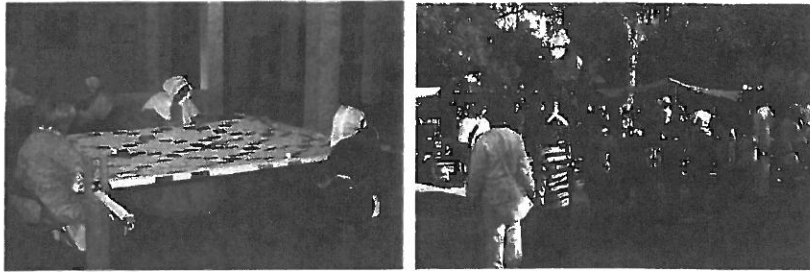
1st Saturday at the Alamo: This is a monthly living history event that occurs on the first Saturday of every month. Activities include demonstrations on life at the time of the Texas Revolution, period cooking, period military drill, period children's games, etc. The event is free to the public and interactive, meaning visitors are invited and encouraged to take part in the event's activities. Historical impressions include Texan, Mexican, and Tejano representations.





Fall at the Alamo: The Alamo's staff has been hosting this free event for more than ten years. The date is always the second Saturday in October. The event is designed to show visitors aspects of life during the Republic of Texas. Various crafts, such as lace making and leather smithing, are highlighted. The event always has a theme. Past themes have included Honor in the Republic of Texas and Elections in the Republic of Texas. One of the most popular themes has been Law and Order in the Republic of Texas even has a mock court in which visitors served as jurors.





The Battle of Béxar—Prelude to the Alamo: This is an afterhours event which the Alamo's staff has been holding for five years. It is "Gallery Theater," meaning that visitors are taken through a series of scripted scenarios designed to tell the story of the Battle of Béxar. This ticketed event usually takes place the second weekend in December. Money from ticket sales help to fund the Alamo's education department programs.



The Alamo under Siege: This is another afterhours event which the Alamo's staff has been holding for five years. It is "Gallery Theater," meaning that visitors are taken through a series of scripted scenarios designed to tell the story of the Siege of the Alamo. This ticketed event usually takes place the last weekend in February. Money from ticket sales help to fund the Alamo's education department programs.



January 8: Jackson's Victory at New Orleans: This is an afterhours event that the Alamo's staff began last year. The purpose of the event, which involves living history characterizations, is designed to highlight the importance of Andrew Jackson's victory over the British at the Battle of New Orleans, January 8, 1815. Many of the men who served under Jackson later came to Texas and took part in the Texas Revolution.

School Programs—Living History & Travelling Trunks: The staff of the Alamo frequently uses living history as a way to present information to students, both at the Alamo and during on campus visits. The Alamo complex also has a traveling trunk program with a wide range of living history items that is loaned free of charge to teachers for use in their classroom. The trunk contains a detailed guide book on how to use the items in classroom activities.



Alamo Summer Camp for Kids. This is a weeklong event for children, age 8 through 12.

The event is designed to provide participants with an introduction to the history of the Alamo. Activities are built around learning about material culture. Period crafts also make up part of the activities. The participants are taught basic leadership skills as they organize their own "militia" company, which performs for their parents on the last day of the camp.



Alamo Day Camp for Kids. This is a condensed version of the Alamo Summer Camp for Kids.



Battalion Camp of Instruction: This 2008 camp was held on conjunction with the staff of Washington-on-the-Brazos State Park. The purpose was to teach reenactors the basics of period battalion drill. The instructor for the camp was Dr. Bruce Winders, Historian and Curator at the Alamo. The event was open and free to all interested individuals and organizations.



San Antonio Founders Day: This will be the third year that San Antonio Founders Day will be held on the Alamo grounds. Although not an Alamo event, the Alamo's education staff supplies support for the event. Two staffers, Ernesto Rodriguez and

Sherri Driscoll serve on the SAFD's planning committee for the annual event, developing educational programs for children.



2. For each project described in #1, indicate quantifying results, if any. If none, state.

Events that are free to the public are open to all of our visitors on the day of the event. All day events such as *Fall at the Alamo* and *1st Saturday* may have as many as 10,000 visitors who may interact with the participants in some way. This interaction might be something as brief as taking advantage of a photo op or stopping to see a display.

Paid events such as *Prelude to the Alamo* and *The Alamo under Siege* are limited to the amount of spots we have for these programs. At a maximum, we have served about 525 (based on ticket sales) for one of these programs. Average attendance has usually been between 200 and 300.

3. Identify key individuals to be involved in providing services under the agreement—describe each key individual's role in support of the agreement and their relevant experience and qualifications.

Dr. Richard Bruce Winders. Dr. Winders has been the Curator & Historian at the Alamo since July 1996. Previous to earning his Ph.D. in United States History (special emphasis on Spanish Borderlands and Military History), Dr. Winders spent ten years as a junior high classroom teacher in the Arlington ISD, four of which he served as the department head at his campus. He is a respected historian and noted author on Texas and the Spanish Borderlands. Dr. Winders has always viewed living history as an important component of history education, a view that holds especially true for the field of public history as practiced at the Alamo. Dr. Winders has been involved in living history programs since 1978. The Alamo's *Handbook for Living History Interpreters* was compiled, written, and edited by Dr. Winders. The events listed in #1 were conceived, planned, and implemented by Dr. Winders with assistance from his staff.

Ector Aguilar. Mr. Aguilar holds the position of Living History Coordinator at the Alamo. His responsibilities include managing the Alamo's living history collection, recruiting living history volunteers for the Alamo, and overseeing events while in progress. Mr. Aguilar attended the University of Texas at San Antonio. He has ten years experience in heritage interpretation. He is a member of the San Antonio Professional Tour Guide Association.

Sherri Driscoll. Mrs. Driscoll serves as the Alamo's Museum Educator. She holds a teaching certificate issued by the State of Texas. She is responsible for organizing and conducting many of the Alamo's educational offerings such as summer and day camps for children. She is a member of both the San Antonio Professional Tour Guide Association and the San Antonio Founders Day Alliance.

Ernesto Rodriguez III. Mr. Rodriguez is the Alamo's Assistant Curator. He holds an MA in History from St. Mary's University. He has been involved in living history programming at the Alamo almost since its inception. He works closely with Mrs. Driscoll in planning and conducting educational programming for students. He is a member of both the San Antonio Professional Tour Guide Association and the San Antonio Founders Day Alliance.

4. Identify and describe any experience you, your organization, and/or key individuals have had working with the City of San Antonio—include name of department and staff point of contact.

The DRT has cooperated with the City of San Antonio on a number of activities ranging from hosting official visits to the opening of Fiesta. This has occurred in part as the State's Alamo property and City property share a common boundary between the Alamo's church and Alamo Plaza. Persons in the City with whom we have worked include:

Downtown Operations, Paula Stallcup

Downtown Operations, Tanya Drake

Convention and Visitor Bureau, Dee Dee Poteet

Convention and Visitor Bureau, Robert Saluce

5. Describe your organization's experience working with schools and explain what value this experience would provide, if any, in performing services under this agreement.

The DRT officially established an Alamo Education Department in the late 1990s. The purpose of the department is for the Alamo staff to interact directly with teachers and students through the production of educational materials based on current TEA

requirements. The staff of the department frequently holds teachers workshops, often in conjunction with the Institute of Texan Cultures and the San Antonio Historic Missions NPS. When possible, the department makes classroom visits and presents programs to students on the grounds of the Alamo. The Alamo's staff has worked with TEA Region 20 to provide video conferences on the Alamo direct to Texas classroom.

The Alamo's education staff knows that information presented to teachers and students has to be accurate, relevant, and tied to the TEKS if it is going to be meaningful. The Alamo's staff also sees school groups as a target audience for heritage interpretation activities in Alamo Plaza and plans to develop programs to meet this important need.

6. Additional Information. Identify any additional skills, experience, qualifications, and/or other relevant information you wish considered.

The DRT is uniquely situated to provide heritage interpretation activities in Alamo Plaza because the plaza is part of the historic Alamo compound. Moreover, the Alamo's staff interacts daily with visitors whom they inform about the plaza's history as a part of the Alamo's historical interpretation. The DRT believes that historical interpretation of the Alamo Plaza is so important that it commissioned paintings depicting scenes of past events in Alamo Plaza as a part of its 2005 re-interpretation of the Long Barrack Museum.

The Alamo offers a program through its Education Department by which individual living historians can gain certification to participate in living history events on the grounds. The program has allowed us to build a cadre of trusted volunteers who support our events.

Volunteer living historians who apply for certification at the Alamo must attend an orientation program conducted by members of the Alamo Education Department. The purpose of the program is five-fold:

- Orient volunteer living historians to the site;
- Familiarize volunteer living historians with the Alamo's philosophical approach to living history;
- Define expectation for volunteer living historians;
- Discuss guidelines relating to participation by volunteer living historians;
- Define volunteer living historians' responsibility while at the Alamo.

We believe that providing such training to those who wish to participate in living history events at the Alamo enhances our program by making volunteers more familiar with the site as well as our expectations and needs. This training would be extended to any volunteers who would participate in heritage interpretive activities.



TAB-4

1. How frequently do you propose to conduct heritage interpretation activities in Alamo Plaza?

The DRT has the resources and capability through the Alamo's Education Department to easily extend its heritage interpretation activities into Alamo Plaza for the required 8 hours a month just by moving its *1st Saturday* activity from behind the church to the plaza. However, we actually look at this proposal as an opportunity to develop weekly events in Alamo Plaza based on the season and visitor traffic.

2. Based on the response to #1, identify a proposed schedule of activities in Alamo Plaza for a twelve month period, including descriptions of activities, portion(s) of Alamo Plaza to be occupied, operating hours. Including March 6 anniversary weekend.

The party to whom the city grants this contract needs to be well acquainted with both the space and the public who enter it in order that heritage activities can be tailored to meet seasonal variations in traffic. Therefore, a brief review of the existing traffic/use patterns is in order to demonstrate our understanding of the plaza.

Fall: School is back in session so conventioners and weekend excursionists outnumber families and school groups. This is a slow time of the year for tourism.

Suggested Events:

1st Saturday at the Alamo

September 1, 2012	10AM-5PM	Low Barrack & Adjacent Areas
October 6, 2012	10AM-5PM	Low Barrack & Adjacent Areas
November 3, 2012	10AM-5PM	Low Barrack & Adjacent Areas
September 7, 2013	10AM-5PM	Low Barrack & Adjacent Areas
October 5, 2013	10AM-5PM	Low Barrack & Adjacent Areas
November 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas

Special Presentation: Woll's 1842 Invasion of Texas

September 15, 2012	10AM-5PM	Low Barrack & Adjacent Areas
September 14, 2013	10AM-5PM	Low Barrack & Adjacent Areas

Fall at the Alamo: Siege of Béxar

October 13, 2012	10AM-5PM	Low Barrack & Adjacent Areas
October 12, 2013	10AM-5PM	Low Barrack & Adjacent Areas

Winter: Visitation picks back up beginning Thanksgiving Weekend. The Christmas Season sees the return of families to San Antonio. January is historically a very slow month for tourism. Things begin to pick back up in late February and stay busy through Fiesta Week.

1st Saturday at the Alamo

December 1, 2012	10AM-5PM	Low Barrack & Adjacent Areas
January 5, 2013	10AM-5PM	Low Barrack & Adjacent Areas
February 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas
December 7, 2013	10AM-5PM	Low Barrack & Adjacent Areas
January 4, 2013	10AM-5PM	Low Barrack & Adjacent Areas
February 1, 2013	10AM-5PM	Low Barrack & Adjacent Areas

**Prelude to the Alamo: The Battle of Béxar & Cos' Surrender*

December 15, 2012	10AM-5PM	Low Barrack & Adjacent Areas
December 14, 2013	10AM-5PM	Low Barrack & Adjacent Areas

*Possible evening program as well. Low Barrack & Adjacent Areas

Spring: Spring Break traffic runs for several weeks and brings a mix of families and college students to San Antonio. Moreover, this is the period when most teachers plan field trips to the Alamo.

1st Saturday at the Alamo

March 3, 2012	10AM-5PM	Low Barrack & Adjacent Areas
April 7, 2012	10AM-5PM	Low Barrack & Adjacent Areas
May 5, 2012	10AM-5PM	Low Barrack & Adjacent Areas
March 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas
April 6, 2013	10AM-5PM	Low Barrack & Adjacent Areas
May 4, 2013	10AM-5PM	Low Barrack & Adjacent Areas

**Special Presentation: Alamo under Siege (Alamo Anniversary Weekend)*

March 3-4, 2012 10AM-5PM Low Barrack & Adjacent Areas

*Possible evening program as well. Low Barrack & Adjacent Areas

Special Presentation: History of San Antonio de Béxar

May 19, 2013 10AM-5PM Low Barrack & Adjacent Areas

May 18, 2013 10AM-5PM Low Barrack & Adjacent Areas

Summer: Summer visitation begins on Memorial Day weekend and runs through Labor

Day weekend. The weekend of July 4th is one of the busiest of the year.

1st Saturday at the Alamo

June 2, 2012 10AM-5PM Low Barrack & Adjacent Areas

July 7, 2012 10AM-5PM Low Barrack & Adjacent Areas

August 4, 2012 10AM-5PM Low Barrack & Adjacent Areas

June 1, 2013 10AM-5PM Low Barrack & Adjacent Areas

July 6, 2013 10AM-5PM Low Barrack & Adjacent Areas

August 3, 2013 10AM-5PM Low Barrack & Adjacent Areas

Special Presentation: Texas Statehood & the US Declaration of Independence

July 4, 2012 10AM-4PM Low Barrack & Adjacent Areas

July 4, 2013 10AM-4PM Low Barrack & Adjacent Areas

Special Presentation: Battle of the Medina, 1813

August 18, 2012 10AM-4PM Low Barrack & Adjacent Areas

August 17, 2013 10AM-4PM Low Barrack & Adjacent Areas

Note: In addition to these scheduled events, the Alamo's staff would like to have the flexibility to respond to the needs in Alamo Plaza based on seasonal traffic. For example, we are open to developing activities for school children in the spring. We are also open to developing some nighttime activities for visitors.

3. Based on the response to #2, identify artifacts, objects, and/or documents you propose to incorporate in your activities.

The Alamo's Education Department has a large collection of period reproductions that it already uses in its historic interpretive program. These include cookware, weapons, accoutrements, and common everyday items such as playing cards, books, maps, etc. We believe that visitors learn best when they have the opportunity to put their hands on "history."

4. Based on your response to #2, identify proposed use of multi-media devices and electronic amplification with activities on Alamo Plaza. If none, so state.

Small interpretive displays usually do not require any amplification. However, public presentations designed to reach a large audience do require a PA system to ensure the presenters can be heard. The Alamo complex has a portable professional grade PA that can be used when needed.

5. Describe how you intend to create visual and aural excitement in Alamo Plaza.

Visual: Presenters dress in period attire, period banners, tentage, etc.

Aural: Period music correct for the time (Texian, Tejano & Mexican)

6. Will walking tours be part of your proposed activities? If so, indicate if different types of walking tours will be available and describe each proposed walking tour (subject, target, audience, route, time). If walking tour not proposed, so state.

Yes. Walking tours present a specific logistical problem because the presenter must be heard over background noises. Audio systems exist specifically for walking tours: the presenter has a microphone (transmitter) and each audience member has a headset (receiver). The Alamo complex has this equipment and would use it for walking tours.

Walking Tour: Battle of Béxar, 1835

Locations: Alamo, Main Plaza, La Villita, Spanish Governor's Palace

December 15, 2012
December 14, 2013

This tour would take the general public from Alamo Plaza to the Main Plaza and Military Plaza. Also included will be a stop at the Cos' House in La Villita. The purpose of the tour is to acquaint visitors with the historic layout of San Antonio and the basic facts of the Battle of B  xar.

Walking Tour: Battle of the Alamo

Locations: Alamo, Main Plaza, Campos Santos (Milam Park), Funeral Pyres on Commerce Street
March 3 & 4, 2012
March 4 & 5, 2013

This tour would take the general public from Alamo Plaza to other points of interest related to the Battle of the Alamo. These would include the Funeral Pyres, the Commerce Street Bridge, Main Plaza, Spanish Governor's Palace, and Milam Park. The purpose of the tour is to acquaint visitors with the historic layout of San Antonio and the basic facts of the Battle of the Alamo.

Walking Tour: Discovering San Antonio de B  xar
Alamo, Military Plaza, Main Plaza, La Villita
May 19, 2013
May 18, 2013

This tour would take the general public from Alamo Plaza to Main Plaza and Military Plaza. The purpose of the tour would be to acquaint visitors to the early Spanish and Mexican history of San Antonio de B  xar.

Note: These tours will be conducted by either members of the Alamo's staff who are members of the San Antonio Professional Tour Guide Association or volunteers who are members of the SAPTGA.

7. Indicate how you propose to promote other downtown cultural sites (for example, Cos House, La Villita, Spanish Governor's Palace) as part of activities under this agreement? If no plan to promote other downtown cultural sites, so state.

Alamo Plaza does not exist in a vacuum. Any historic interpretive approach to Alamo Plaza has to be holistic in that it treats San Antonio as a historic community in which various sites are connected.

8. Discuss your representatives that will be interacting with the public in Alamo Plaza—indicate if they will be trained and/or certified and if so, how?

Interpreters (Alamo staff and volunteers) will undergo both training and certification before they are allowed to interact with the public in Alamo Plaza. The Alamo's Education Department already has a training and certification program in place for its own staff and volunteer living history interpreters. The program is overseen by Dr. Bruce Winders, the Alamo's Curator & Historian.

9. Will background checks be conducted on your representatives prior to their interaction with the public in Alamo Plaza? If so, what background checks will be conducted and what findings would cause you to prohibit your representative from participating in heritage interpretation activities and interacting with the public on your behalf?

The Alamo Rangers, a state certified law enforcement agency, already conducts criminal background checks on all its employees and volunteers. Rejection of applicants is based on our judgment as to whether or not he or she would be a threat to the public in any way. In particular, we look for any information that may indicate that an individual is mentally unstable or information that a person should not be allowed to be around children.

10. Do you propose to conduct surveys of attendees at each activity day in Alamo Plaza? If so, describe how surveys will be conducted, identify the minimum number of surveys

that will be conducted per activity day, the purpose for the surveys, and what results will be achieved?

Evaluation is important in helping to determine whether or not a program is successful. Evaluation allows presenters to determine what parts of a program work and what parts may need revising. With this in mind, we do intend to conduct surveys. The purpose of these surveys will be to determine whether the program was meaningful, useful, and enjoyable to the audience. Audience members will be asked to fill out a standard evaluation form and deposit it in a receptacle designated for that purpose.

11. Based on the response to #10, submit a sample survey.

Sample included at the end of TAB-4.

12. Will you submit a regular report to summarize heritage interpretive activities in Alamo Plaza: If so, submit a sample report and state proposed frequency of submission. If regular report not proposed, so state.

The Alamo staff is prepared to submit either a monthly or quarterly report detailing heritage interpretive activities in Alamo Plaza. Each report will include (1) dates of activities, (2) descriptions of activities, (3) names of participants, (4) copies of all audience surveys, and (5) a comment section. Each report will also note areas for improvement in future activities.

13. How will you fund proposed heritage interpretation activities in Alamo Plaza?

The Alamo's staff already has the resources needed for extending heritage interpretation activities into Alamo Plaza. The DRT envisions no additional cost for these programs of than those called for in the contract requiring required city services (i.e., security, an electrician, etc.).

14. Describe your proposed plan to market heritage interpretation activities in Alamo Plaza.

Marketing is important. Although there will always be walk up traffic, the goal is to let visitors know about heritage activities in Alamo Plaza before they get here. The Alamo's staff will place information about heritage interpretation activities for Alamo Plaza on its website, [REDACTED] These activities will also be promoted through the Alamo's friends group, Allies of the Alamo and on the new web based Alamo Network.

The Alamo's staff will also work closely with the SACVB so that information about heritage interpretation activities can be sent out through its contacts.

The Alamo's staff will see that information is given to surrounding hotels.

Our contacts with TEA Region 20 will be used to promote these activities.

15. Discuss balancing advertising and sponsorship with the need for sensitivity within the Alamo Historic District and how you propose to achieve the same.

It is the responsibility of the licensee to ensure that its programming, displays and signage are in keeping the decorum of Alamo Plaza which the City wishes to establish. Any advertising should be limited to non-commercial informational signs intended to inform visitors about the event. If a program is funded by a sponsor, any acknowledgement and credit must be appropriate. For instance, a six foot banner proclaiming "Kroger Food Stores Presents the Battle of the Alamo" would be in poor taste and not in keeping with the City's aim of bringing heritage interpretation to the plaza. A small sign, no larger than a ledger size sheet—carefully placed as to be visible yet not to distract from the program—is suggested.

16. Do you propose to sell products and/or services when conducting heritage interpretation activities in Alamo Plaza? If so, specify products/services and prices.

The Alamo's staff is currently offering a regularly scheduled paid battlefield tour of Alamo Plaza. However, it is not conducted by costumed interpreters and is separate from the heritage interpretation activities called for under this agreement.

17. Identify partnerships your organization is seeking to or has obtained that will enhance heritage interpretation activities in Alamo Plaza.

We are open to working with individuals who share our goals and values as they relate to interpretation activities in Alamo Plaza.

18. Describe your proposed plan to work with the Alamo staff in conducting interpretation activities in Alamo Plaza. If you do not plan to work with Alamo staff, so state.

Although the licensee would be the DRT, Inc., the actual interpretation will be conducted by the Alamo's staff, just as it has on the grounds of the Alamo complex.

19. Provide additional information regarding your proposed performance of activities under this agreement you wish to be considered.

Safety has to be a major consideration in heritage interpretive activities. Nobody benefits from an accident except lawyers. In addition to the high cost of litigation, the effects of bad publicity generated by an accident can be long lasting.

The Alamo's staff does not feel that Alamo Plaza is a suitable place for battle reenactments and therefore is not including this activity in this proposal. The space is so small that there is little to no separation between the participants and the public. We believe it is only a matter of time that a serious accident will occur if battle reenactments are allowed to continue in Alamo Plaza. Just because something bad has not happened yet is no guarantee that it will not happen.

The Alamo's staff is proposing to provide heritage interpretive activities that have the public's safety in mind. At no time will participants be firing randomly or at one another. Any firing demonstrations will be conducted with a safety zone between the participants and the public. All firing will be controlled by the presenter/officer in charge.



Alamo Staff and Volunteers in Brackettville filming for [REDACTED]

SAMPLE PROGRAM EVALUATION FORM
(Requested by TAB-4, Question #11)

Name of Event: _____
Date: _____

1. Please provide the following information.
(Optional)

State or Country: _____ City: _____

Number in Group: _____

How did you hear learn about this event?

____ Internet

____ Advertisement

____ No before hand knowledge

____ Other

2. Did the program meaningful information? ____ Yes ____ No
3. Did the program give you have a better understanding of historic Alamo Plaza and the City of San Antonio? ____ Yes ____ No
4. Did you feel that your presenter(s) knew the topic? ____ Yes ____ No
5. Will you tell others about this program? ____ Yes ____ No

Comments

Tell us what we can do to make our programming better.

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.			
First: <u>Richard</u>	M.I. <u>B</u>	Last: <u>Winders</u>	Suffix: <u>PhD</u>
*2. Contract information.			
a) Contract or project name: <u>Alamo Plaza Heritage Interpretation RFP-2011-074</u>			
b) Originating department: <u>Downtown Operations</u>			
*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).			
<u>Daughters of the Republic of Texas, Inc.</u> <u>DRT Headquarters & Museum</u> <u>510 E. Anderson Lane</u> <u>Austin, Texas 78752-1218</u> <u>[REDACTED]</u>			
*4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.			
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.			
<input type="checkbox"/> Names of partner, parent, or subsidiary business entities:			
*5. List any individuals or entities that will be subcontractors on this contract.			
<input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract.			
<input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission.			
<input type="checkbox"/> List of subcontractors:			
*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.			
<input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.			
<input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:			
*7. Disclosure of political contributions.			
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:			
a) any individual seeking contract with the city (Question 3)			
b) any owner or officer of entity seeking contract with the city (Question 3)			
c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)			
d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)			
e) the spouse of any individual listed in response to (a) through (d) above			
f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)			
<input checked="" type="checkbox"/> Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.			

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the
City Clerk

☐ List of contributions: *NONE*

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8: Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- ☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- ☐ I am aware of the following conflict(s) of interest:

*Acknowledgements

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

☒ No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the
City Clerk

*Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
☐ This is a high-profile contract.

*Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

- ☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Dr. Richard Bruce Winders *RB Winders* Title: Alamo Historian & Curator (DRT Employee)

Company Name or DBA: Daughters of the Republic of Texas, Inc. Date: 09/23/2011

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? No
2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity? No
3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private during the last ten (10) years?

Yes. The DRT has been sued by former employees.



1100 N. E. Loop 410, Suite 200
San Antonio, TX 78209
Main: [REDACTED]
Fax: [REDACTED]

September 20, 2011

Michael Dutton; Director of Administration
The Alamo Park
300 Alamo Plaza
San Antonio, TX 78205

RE: City of San Antonio

Dear Mr. Dutton:

We have reviewed the basic insurance specifications outlined by the City of San Antonio for the activities on the plaza and have found that your current insurance contracts meet or exceed the requirements. Attached is a sample insurance certificate for review.

If the City of San Antonio needs a more specific actual certificate, please forward the exact name and address of the certificate holder and we will be happy to process the request.

Please call me if you have any further questions.

Sincerely,

Chuck Blair

CB/dkm

enclosure

Texas: Austin • Arlington • Baytown • Plano (Dallas) • Henderson • Houston • San Antonio • Tyler
California: Bakersfield • Frazier Park • Lake Isabella • Los Angeles • Palmdale • Paso Robles • Porterville • Tulare



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guaranty Insurance Services, Inc. 1100 N. E. Loop 410 Suite 200 San Antonio TX 78209		CONTACT NAME: Leticia Tovar, CIC, CISR, CRM PHONE: [REDACTED] FAX: (866) 652-9386 E-MAIL: [REDACTED] ADDRESS: [REDACTED] PRODUCER: [REDACTED] CUSTOMER ID #: 00003474															
INSURED Daughters of the Republic of Texas; The Alamo P.O. Box 2599 San Antonio TX 78299		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Co. of CT</td><td>25682</td></tr><tr><td>INSURER B: Travelers Excess & Surplus</td><td>29696</td></tr><tr><td>INSURER C: Texas Mutual Ins. Co.</td><td>22945</td></tr><tr><td>INSURER D: Travelers Lloyds Ins. Co.</td><td>41262</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of CT	25682	INSURER B: Travelers Excess & Surplus	29696	INSURER C: Texas Mutual Ins. Co.	22945	INSURER D: Travelers Lloyds Ins. Co.	41262	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 11/12 All Lines		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6601987M814	4/20/2011	4/20/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6601987M814	4/20/2011	4/20/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ 10,000 RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP9404Y146	4/20/2011	4/20/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TBF0001130284	4/20/2011	4/20/2012	WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Limit \$2,000,000
D	Museum Floater		6600540B161	4/20/2011	4/20/2012	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
SAMPLE CERTIFICATE						

CERTIFICATE HOLDER The City of San Antonio	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chuck Blair/LTOVAR
--	--

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SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Daughters of the Republic of Texas, Inc.
Respondent Entity Name

Signature: KAREN R. THOMPSON

Printed Name: KAREN R. THOMPSON

Title: President General

(Note: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit BB, with the understanding that the scope will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all insurance and indemnification requirements set out in draft contract, RFP Exhibit BB.
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to fully disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract – or any person acting on behalf of such a person or entity – from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

PROPOSAL CHECKLIST

Use this check list to ensure that all required documents have been included in the proposal and that they are properly tabbled and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	RBW
1	Executive Summary, 2 page limit	RBW
2	General Information & References – RFP Attachment A, Part One	RBW
3	Experience, Background & Qualifications – RFP Attachment A, Part Two	RBW
4	Proposed Plan – RFP Attachment A, Part Two, 25 page limit	RBW
NOTE: Remaining items listed in Tabs 5-9 are required in the ORIGINAL proposal only.	Additional copies are not required, unless otherwise instructed.	RBW
5	Discretionary Contracts Disclosure form – RFP Attachment B	RBW
6	Litigation Disclosure – RFP Attachment C	RBW
7	Proof of Insurability – Insurance Provider's Letter	RBW
8	*Signature Page – RFP Attachment D	RBW
9	Proposal Checklist – RFP Attachment F	RBW
	One (1) Original, five (5) Copies	RBW

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.